

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

REVERSE MORTGAGE SOLUTIONS, INC.

PLAINTIFF

Vs.

**LUIS JUAN MONTES QUEVEDO;
SOCORRO RODRIGUEZ MESTEY A/K/A
SOCORRO RODRIGUEZ; CONJUGAL
PARTNERSHIP MONTES-RODRIGUEZ;
UNITED STATES OF AMERICA**

DEFENDANTS

CIVIL ACTION NO.

MORTGAGE FORECLOSURE COMPLAINT

COMES NOW Plaintiff, REVERSE MORTGAGE SOLUTIONS, INC., by the undersigned attorney brings this against the Defendants named in the above style action, and for its cause of action alleges and states the following:

STATEMENT OF JURISDICTION

1. Jurisdiction of this court lies in diversity of citizenship and the amount in controversy, without interest and costs, exceeds the sum or value specified by 28 U.S. Code § 1332.
2. Plaintiff is a Delaware corporation with its principal place of business in Arizona.
3. Defendants, LUIS JUAN MONTES QUEVEDO; SOCORRO RODRIGUEZ MESTEY A/K/A SOCORRO RODRIGUEZ and CONJUGAL PARTNERSHIP MONTES-RODRIGUEZ, are residents of the Commonwealth of Puerto Rico.
4. Defendant, UNITED STATES OF AMERICA, is made a named party pursuant to 28 U.S. Code § 2410(a)(2).
5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1) and 1391(b)(2) because Defendants reside and/or conduct business in this judicial district, because a substantial part of the acts or omissions giving rise to the claims set forth herein occurred within this judicial district and because a substantial part of property that is the subject of the action is situated in this judicial district.

FORECLOSURE OF MORTGAGE

6. This is an action to foreclose a mortgage on the following real property located in 5J-20 CALLE

PARQUE BORINQUEN, URB. VILLA FONTANA (BO. SABANA ABAJO), CAROLINA, PR 00983, described herein:

"URBANA: Solar radicado en la Urbanización Villa Fontana, situada en el Barrio Sabana Abajo del término municipal de Carolina, Puerto Rico, que se describe con el número, área y colindancias que se relacionan a continuación: número del solar veinte (20) de la manzana "5-J". Área del solar trescientos (300) metros cuadrados con quince (15) centésimas de metro cuadrado (300.15 m.c.). En lindes por el NORTE, con el solar número veinte y uno (21), distancia de veintiuno (21) metros con setecientos cincuenta (750) milésimas de metro; por el SUR, con el solar número diecinueve (19), distancia de veintiún (21) metros con setecientos cincuenta (750) milésimas de metro; por el ESTE, con los solares número dieciséis (16) y diecisiete (17), distancia de trece (13) metros con ochocientos (800) milésimas de metro; y por el OESTE, con la Calle número cinco guión dos (5-2), distancia de trece (13) metros con ochocientos (800) milésimas de metro. En dicho solar enclave una vivienda de concreto para una sola familia.

---Inscrita al Folio 127 del Tomo 364 de Carolina, finca número 13,863 (previo 28,494), Registro de la Propiedad de Puerto Rico, Sección I de Carolina."-----

7. On May 29, 2010, for value received, LUIS JUAN MONTES QUEVEDO and SOCORRO RODRIGUEZ MESTEY A/K/A SOCORRO RODRIGUEZ (hereinafter referred to as the "Borrower") executed and delivered a Note and a Home Equity Conversion Mortgage (commonly known as a Reverse Mortgage) securing payment of said note to the payee named there on. A true and correct copy of said Note and Mortgage is attached hereto and incorporated herein by reference.

8. Said Mortgage was duly Recorded on July 16, 2010, in the Registry of Property of Puerto Rico, Section I of Carolina at page 83, volume 960 of Carolina, where is still, at this time, appears in full force.

9. Plaintiff is the holder of the Note secured by the Mortgage and is now entitled to enforce the Mortgage and Note.

10. It was expressly stipulated that if any one or more of the terms and conditions of the Mortgage were not fulfilled, the whole outstanding balance of the debt would be declared to be immediately due and payable.

11. Plaintiff declares the whole outstanding balance of the debt due and payable pursuant to the Mortgage.

12. As a result of the Borrower failing to keep homeowner's insurance, Plaintiff declares the whole outstanding balance of the debt due and payable pursuant to the Mortgage.

13. As a result of the Borrower failing to pay property taxes, Plaintiff declares the whole outstanding balance of the debt due and payable pursuant to the Mortgage.

14. The Borrower owes Plaintiff \$86,496.61 that is due as principal on the Note and Mortgage, and

interest and other costs pursuant to the terms of the Note and Mortgage.

15. Plaintiff is obligated to pay Plaintiff's attorneys the fees as stated on the note and mortgage incorporated herein by reference.

16. All conditions precedent to the maintenance of this action have been performed, excused, waived or have otherwise occurred.

17. Defendant(s) LUIS JUAN MONTES QUEVEDO and SOCORRO RODRIGUEZ MESTEY A/K/A SOCORRO RODRIGUEZ, are the owners of the mortgaged property according to the Registry of Property and Plaintiff's best knowledge and belief.

18. Defendant, UNITED STATES OF AMERICA, may claim or have some interest in or lien or claim upon the property by virtue of a second mortgage Recorded on July 16, 2010, in the Registry of Property of Puerto Rico, Section I of Carolina at page 83, volume 960 of Puerto Rico, but any interest is junior, inferior and subordinate to the interest of Plaintiff.

19. The right to redeem provided for by section 2410 (c) of title 28, shall not arise in any case in which the subordinate lien or interest of the United States derives from the issuance of insurance under the National Housing Act, as amended [12 U.S.C. 1701 et seq.].

20. Defendants, CONJUGAL PARTNERSHIP MONTES-RODRIGUEZ, may have some interest in or lien upon the property by virtue of their status, but any such interest in the Property was waived and/or is junior, inferior and subordinate to the lien of Plaintiff's mortgage.

WHEREFORE, Plaintiff, REVERSE MORTGAGE SOLUTIONS, INC., prays this Court grant relief as follows:

- A. Determine the amount due Plaintiff pursuant to the Note and Mortgage;
- B. Award Plaintiff any sums paid to protect its security, including interests, expenses, costs, late charges and attorney's fees and costs, to the fullest extent allowed by law;
- C. Foreclose the mortgage and sell the Property securing the indebtedness at public auction and the money due to Plaintiff be paid from the proceeds of the sale to satisfy Plaintiff's mortgage lien, if the sums due Plaintiff under the Note and Mortgage are not paid immediately;
- E. Foreclose and forever bar the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred

and foreclosed;

F. Retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy; and

G. Grant such other relief as may be just and equitable in the circumstances.

RESPECTFULLY SUBMITTED.

DATED: 3/02/2016

MILLENNIUM PARTNERS

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